

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2**

**NEW YORK ASSOCIATION FOR
NEW AMERICANS**

Employer-Petitioner

and

**Case Nos. 2-RM-2105
 2-UC-584**

LOCAL 2110, UAW

Union

and

**LOCAL 215, DISTRICT COUNCIL 1707,
COMMUNITY AND SOCIAL AGENCY EMPLOYEES
UNION, AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO
Union**

**DECISION AND ORDER DISMISSING PETITION IN CASE NO. 2-RM-2105
AND CLARIFYING BARGAINING UNIT**

Upon a petition duly filed under Section 9(b) of the Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the Regional Director, Region 2.

Upon the entire record¹ in this proceeding it is found that:

1. The Hearing Officer's rulings are free from prejudicial error and hereby are affirmed.
2. The parties stipulated, and I find, that New York Association for New Americans, Inc. ("the Employer" or "Employer-Petitioner") is a non-profit corporation with an office at 17 Battery Place, New York, NY 10004, where it is engaged in refugee resettlement services. Annually, in the course and conduct of its business operations, the Employer

purchases and receives at its facility in New York, New York goods and supplies valued in excess of \$50,000 directly from suppliers located outside the State of New York.

Accordingly, I find the Employer is engaged in commerce with the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

3. The parties further stipulated, and I find, that Local 2110, UAW, ("Local 2110"), represents certain employees of the Employer, and is a labor organization within the meaning of Section 2(5) of the Act. The parties also stipulated, and I find, that Local 215, District Council 1707, Community and Social Agency Employees Union, American Federation of State, County, and Municipal Employees, AFL-CIO ("DC 1707"), represents certain employees of the Employer, and is a labor organization within the meaning of Section 2(5) of the Act.

Case No. 2-RM-2105

In or around 1997, the Employer created the position of civics/ESL instructor². Local 2110 and DC 1707, both of whom have collective-bargaining relationships with the Employer in separate bargaining units, filed grievances seeking to include the Civics/ESL Instructors in their respective units. Subsequently, both Unions filed requests for arbitration of the issue. On July 16, 2004, the Employer filed the petition in Case No. 2-RM-2105 seeking an election in a separate unit consisting of all civics instructors employed by the Employer, because it believed that it had received claims from both Local 2110 and DC 1707 to be recognized as the representative of these employees. While the Employer in its petition refers to the classification as civics instructors in the petition, testimonial and documentary evidence shows that this classification is more often referred to as the civics/ESL instructor position. The Employer thereafter filed the petition in Case No. 2-UC-584 seeking a determination that

¹ Briefs were filed by the Employer-Petitioner and Local 2110, UAW and have been duly considered.

would clarify the units represented by Local 2110 and DC 1707, by excluding all civics instructors from both units.

The hearing in these consolidated cases commenced on September 22, 2004, and was attended by all three parties. However, prior to the hearing's resumption on October 6, 2004, DC 1707 disclaimed any interest in representing the civics/ESL instructors in its bargaining unit and thereafter did not attend any of the subsequent sessions of the hearing or participate any further in the proceeding.

Local 2110 argues that petition in Case No. 2-RM-2105 should be dismissed because neither Union has made a demand for recognition and in light of DC 1707's disclaimer of interest, there is no competing claims from two unions as asserted by the Employer in filing the petition.

The Board will process an RM petition only where there is a legitimate question concerning recognition. The Board has long held that a question concerning representation does not exist where there is no demand for recognition. See *Carr-Goldstein Foods Co., Inc.* 307 NLRB 1318, 1319 (1992), citing *Woolwich, Inc.*, 185 NLRB 783, 784 (1970). To the extent that the Employer asserts that the filing of a demand for arbitration serves as a basis for the filing of its RM petition, the Board has held that a Union does not make a demand for recognition when it files a grievance seeking to represent employees in an existing unit. Here, the Union did not seek to represent the civics/ESL teachers in a separate bargaining unit. As such a question concerning representation does not arise, and the RM petition should be dismissed. *Central Parking System, Inc.*, 335 NLRB 390 (2001); *United Hospitals, Inc.*, 249 NLRB 562 (1980); and *Woolwich, Inc.*, 185 NLRB 783 (1970). Based on the above, I hereby dismiss Petition in Case No. 2-RM-2105.

Case No. 2-UC-584

Local 2110 argues that the Board should defer Case No. 2-UC-584 to the parties' grievance-arbitration process, pursuant to *Collyer Insulated Wire*, 192 NLRB 837 (1974). However, deferral in this instance is not appropriate. The Board will process a UC petition where a demand for arbitration has been made, because matters concerning representation, accretion, and appropriate unit are issues of statutory policy, standards and criteria that are properly determined by the Board. *Tweedle Litho, Inc.*, 337 NLRB 686 (2002); *Marion Power Shovel*, 230 NLRB 576, 577-578 (1977).

The remaining issue is whether the civics/ESL instructors are properly included in the existing Local 2110 unit. The Employer asserts that the civics/ESL instructors cannot be added to the unit without an election, because they have been historically excluded from it. Local 2110 contends that its unit should be clarified to include the civics/ESL instructors because the unit is comprised of all teachers, and therefore any employee who performs the function of teaching is appropriately included in the unit. Local 2110 further argues that because the unit is defined by function, rather than classification, the community of interest standard used in accretion cases is inapplicable. Moreover, Local 2110 asserts that any employee who teaches should be added to the unit unless the functions they perform are merely incidental to their primary work functions or are otherwise an insignificant part of their work. *John P. Scripps Newspaper Corp. d/b/a the Sun*, 329 NLRB 854 (1999).

Overview of the Employer's Operations

The Employer helps refugees and immigrants adapt to life in the United States by providing language instruction, employment services, immigration assistance, and legal

assistance. It maintains offices at 17 Battery Place, New York, New York; in Rego Park, Queens, New York; and in Jackson Heights, Queens, New York.

Bargaining History

In November 1992, Local 2110 was certified as the exclusive collective-bargaining representative for the following employees of the Employer:

“All teachers employed by the Employer at its Battery Place, and 111 Fifth Avenue, New York, New York facilities, but excluding all other employees, office clerical employees, and guards and supervisors as defined in the Act.”³

In the initial collective-bargaining agreement, the Employer recognized Local 2110 as the exclusive bargaining agent for a unit,

“...including all teachers employed by Employer. All other employees, including trainers, shift supervisors, Assistant ESL Director, ESL Director, and supervisors and guards as defined in the National Labor Relations Act shall be excluded.”

The recognition clause has not been modified since the initial agreement. The most recent agreement expired on December 31, 2003, and the Employer and Local 2110 are currently in the process of negotiating a successor collective-bargaining agreement. Local 2110's unit is comprised of teachers in the Employer's English as a Second Language (“ESL”) and Vocational English as a Second Language (“VESL”) programs. Although the unit when certified was as large as 125, it has now dwindled to approximately 10 employees.

In around 1950, DC 1707 was certified as the exclusive collective-bargaining representative of all the Employer's employees, except for certain positions, which were specifically excluded. Since Local 2110 was certified in 1992, the collective-bargaining agreements entered into by DC 1707 with the Employer have excluded teachers, as well as an extensive list of other job classifications.

³ The 111 Fifth Avenue location no longer exists, but a second office is located in Rego Park, Queens, and a third office is located in Jackson Heights, Queens. The parties have acknowledged that the teachers at both Queen's locations are part of the Local 2110 unit.

In 2001, Local 2110 filed a petition in Case No. 2-UC-566, seeking to include the position of job readiness instructors in its unit. DC 1707 intervened in that proceeding, asserting that the job readiness instructors belonged in its unit. While the ESL and VESL teachers in the Local 2110 unit performed duties that were almost exclusively educational in nature, the job readiness instructors were more akin to vocational counselors, who performed group sessions geared toward job interviews and preparing resumes. Therefore, applying the community of interest standard, the Board found that the job readiness instructors were properly accreted into the DC 1707 unit.

Civics/ESL Instructors

The Employer's civics/ESL instructors provide classroom instruction to adult immigrants who are preparing for the US citizenship examination. The Citizenship Preparation Curriculum and Supplementary Materials, which are created by the Employer for the Civics/ESL Instructors' use, refers to the Civics/ESL course as "contextualized ESL". The curriculum includes United States the teaching of history and government, as well as English language and writing. The Employer provides the civics/ESL instructors with teaching manuals and guides, but the Instructors are not limited to using these materials. Classes meet periodically throughout the year in community-based organizations in New York City, primarily in Brooklyn and the Bronx, but they do not meet at any of the Employer's three locations. The classes are funded by various grants, and the duration of a class depends upon which grant which funds it. Some classes meet for a total of 65 hours, some for 45 hours, and some for only 20 hours. Despite a structured core curriculum, it seems that the specific curriculum used for each class depends upon its total length. For example, the 20-hour classes are more intently focused on the naturalization exam, and activities are structured around mock interviews and possible test questions. The longer classes are for less advanced students and therefore include more English grammar and vocabulary instruction, as

well as verbal activities, along with history lessons and discussions of current events. Class schedules vary, with some classes taught twice per week, and some as often as four times per week. Likewise, some classes meet for two-hour sessions, and some for a longer period of time.

Civics/ESL instructors are required to have a Bachelor's degree, as well as a background of teaching civics or ESL to adults. The applications of Civics/ESL instructors hired by the Employer show that most do have a background in teaching ESL.

Civics/ESL instructors who teach an average of 2-8 hours per week are part-time employees. They do not teach every week of the year. They are paid an average of about \$27 per hour, and they do not receive any benefits, paid vacations or paid sick days. The record is unclear on the department into which the civics/ESL instructors are placed. However, currently they are supervised by Judy Levitt Yates, who is a member of the Department of Youth and Community Development.⁴ Because the civics/ESL instructors do not work at any of the Employer's three locations, their contact with Yates is made primarily through the telephone, and reports are mailed and/or faxed to her. There is no evidence that the civics/ESL instructors have any contact with the Employer's ESL instructors, or that there is any interchange between the two positions. There are approximately 20 civics/ESL instructors, although only 3 were active in the fall of 2004.

In addition to teaching, the civics/ESL instructors are responsible for maintaining records of each student's attendance, skills, and homework. Attendance sheets are sent to Ms. Yates periodically, and notes regarding each student are sent to Ms. Yates at the end of each class. Civics/ESL instructors also send their own time sheets to Ms. Yates each week. They also receive yearly training from the Employer.

ESL Teachers

The Employer's ESL program is designed to improve the abilities of immigrants to read, speak and write English.⁵ As stated above, the current ESL program is smaller than it was when Local 2110 was certified as the collective-bargaining representative of the Employer's teachers in 1992. The unit has diminished from approximately 125 members to 8, and the program has less emphasis on the work skills component, which provides students guidance for obtaining and retaining a job in the United States. In addition, although the Employer used to offer at least 5 levels of ESL classes, it has reduced its offerings to just 2 levels. Although in the past the Employer provided a curriculum for the ESL Teachers' use, currently the ESL Teachers develop their own curricula. Some of the materials and resources used by the ESL teachers are similar to those used by the civics/ESL instructors. Like the civics/ESL program, classes are also funded through grants from various agencies.

The curriculum of ESL teacher Barbara Anson for a Level 2 ESL class states that the goals of this class are to: 1) practice and increase language acquisition skills; 2) develop a solid grammatical base; 3) raise confidence in use of language, oral and written, through writing exercises and conversational practice; 4) enhance American cultural awareness, history, geography and the workings of American government through readings and discussion; and 5) build job readiness skills: focus on job search, application procedures, the job interview and behavior on the job. Anson and ESL teacher Robert Schneider testified that in addition to traditional English grammar, writing,

⁴ Other testimony revealed that the Civics/ESL Instructors belonged in the Legal Services Department.

⁵ Although the record reveals that Local 2110's unit includes teachers of both ESL and VESL classes, the record is silent as to the structure of the VESL program and the nature of the VESL Teacher's duties and responsibilities.

reading and discussion and job skills, their classes include instruction on current events, and United States history and government.

ESL teachers hired by the Employer are required to have a Bachelor's degree and two years of experience teaching ESL. Despite this requirement, Barbara Anson testified that her only teaching experience prior to working for the Employer consisted of teaching a Greek man English for a short period of time.

The record shows that ESL teachers Barbara Anson and Robert Schneider earn from \$28 to \$31 per hour, and they receive medical benefits, paid sick time and holidays, and a pension. Some ESL teachers are part of the Employer's Education Department and are supervised by Wilson Cobo. Others are part of the Job Development Department and are supervised by Sandy Peretz. Unlike classes in the civics/ESL program, ESL classes are held at the Employer's three locations, rather than at community-based organizations.

ESL classes meet four days per week in two- or three-hour sessions. Each class is approximately 12-weeks in duration. The record reveals that most ESL teachers teach either one or two classes at the same time. Class size ranges from 25 to 28 students. ESL teachers keep attendance records of each class, and forward them to the office manager at the end of each week. In addition, records of each student's progress are maintained, which include the results of exams given in the beginning, middle and end of each course, as well as daily homework. ESL teachers also prepare reports on their students' progress, and file the reports with the appropriate staff member.

Discussion

A unit clarification petition is appropriate for resolving ambiguities concerning the unit placement of individuals who come within a newly-established classification. *Union*

Electric Co., 217 NLRB 666, 667 (1975); *Bethlehem Steel Corp.*, 329 NLRB No. 31 (1999). Where employees in a newly-created classification perform the same basic functions historically performed by members of an existing bargaining unit, the new classification is considered to already belong in the existing unit, rather than being added to the unit by accretion. *Developmental Disabilities Institute, Inc.*, 334 NLRB 1166 (2001); *Premcor*, 333 NLRB No. 164 (2001).

In *Developmental Disabilities*, the Employer and the Union were parties to a collective-bargaining relationship covering a unit of 126 instructional employees, who were either teachers or assistant teachers. *Supra* at p. 1166. The Employer created a new classification of therapy assistants in the psychology department. Although other departments had therapy assistants who were not considered part of the unit, the Board determined that the therapy assistants in the psychology department performed the same basic educational functions that historically had been performed by bargaining unit members, and found that the new classification belonged in the existing unit. *Supra* at 1168.

The instant record clearly establishes that the civics/ESL instructors perform the function of teaching in the same manner as the ESL teachers. They provide classic classroom instruction, using a set curriculum, a uniform set of standards, and typical instructional methods such as class discussion, readings, book exercises, homework and exams. Although the civics/ESL instructors are given a curriculum by the Employer and the ESL teachers currently create their own curricula, much of the same instructional material is used by the two. Both are required to report students' attendance and performance to the Employer. The individuals who fill both positions have similar educational and professional backgrounds, and the Employer's hiring requirements for the positions are similar.

Although the civics/ESL courses and the ESL classes may have somewhat different emphasis, this is insignificant, as the similarities between the two courses are much more striking. The civics/ESL courses have a dual role of teaching American history and government and the English language, for the purposes of passing the immigration exams, and the ESL classes have a primary goal of improving the students' English language skills, while also imparting American history and government, to allow for the students to easily assimilate to their new surroundings. Both are taught to the same population of immigrants, and both courses are offered at different levels, for students with varying skills. The civics/ESL courses take place according to a set schedule, as are the ESL courses. Both are also funded in the same manner, through grants from various institutions.

Although Local 2210 urges that we use the standard set forth in *The Sun*, which involved a unit which was functionally described, it is unnecessary to do so, as the Board has found that a unit of instructors is not functionally described. *Developmental Disabilities*, 334 NLRB at 1168, FN9, citing *Archer Daniels Midland Co*, 333 NLRB No. 81 (2001).

The Employer argues that the civics/ESL instructors do not share a community of interest with the established Local 2110 unit. However, after establishing that employees in a new classification perform the same basic functions that employees in the existing unit have historically performed, the new classification is established as already existing within the unit, rather as being added to the unit, and a traditional accretion analysis is inapplicable. See *Tarmac America Developmental Disabilities*, 334 NLRB at 1168; and *Premcor*, Supra at *3.⁶

⁶ The Employer also asserts that the differing terms and conditions of employment between the civics/ESL instructors and the ESL teachers, such as different work locations, schedules, wages and benefits, shows that the two do not share a community of interest. Even if the community of interest analysis were applicable here, the Board does not rely on factors that are within the

The Employer further asserts that the civics/ESL instructors cannot be accreted into the unit without an election because they have been historically excluded from the unit for a significant period of time. *United Parcel Service*, 303 NLRB 326 (1991); *Laconia Shoe Co., Inc.*, 215 NLRB 573, 576 (1974); *Copperweld Specialty Steel Co.*, 204 NLRB 46 (1973). To the contrary, I find that the civics/ESL instructors have not been historically excluded from the unit.

The circumstances here are markedly different from cases where classifications are not added to the unit because they have been historically excluded. First, although the Employer created the position of civics/ESL instructor at least as early as 1997⁷, there is no evidence that the Employer informed Local 2110 of this development. Moreover, Local 2110 actively sought information regarding the civics/ESL instructors from the Employer shortly after it received some indication that a new classification had been created, and any delay in action was caused by the Employer's refusal to respond to these requests.

Local 2110 first became aware of classes being taught by non-unit members in 2001, when an ESL teacher informed Local 2110 President Maida Rosenstein of a class being taught in Rego Park. Upon receiving this information, Ms. Rosenstein sent a letter dated November 9, 2001 to the Employer's agent, Matt Principe⁸, requesting information regarding civics instructors and all new positions created by the Employer. Local 2110 received no response to this request. Ms. Rosenstein then sent a letter dated November

Employer's control. *The Sun*, 329 NLRB 854, 859; *Oxford Chemicals*, 286 NLRB 187, 188 FN 5 (1987); *Austin Cablevision*, 279 NLRB 535, 537 (1986).

⁷ The evidence regarding the date the Employer created Civics/ESL Instructor position is contradictory. Although testimony reveals that the Employer created the Civics/ESL Instructor position as early as 1994, the earliest applications for the ESL/Civics Instructor position that was entered into the record is dated March 6, 1997. In addition, although the record shows that postings soliciting applications for the Civics/ESL Instructor were created as early as January 1995, there was no evidence that these postings were ever distributed or posted. The record also shows that the Employer advertised for applicants for the Civics/ESL Instructor beginning in 1997.

⁸ Mr. Principe is an employee of HR Dynamics, which is an outside firm that handles all of the Employer's human resources management.

18, 2001 to the Employer, in which it stated that Local 2110 understood that the Employer was offering two courses, one in Washington Heights, and one in Queens, and that the instructors of those courses should be part of the bargaining unit. This letter again requested information regarding the courses and the instructors' position for those courses. Local 2110 again raised the issue during a meeting with the Employer in December 2001, and the Employer responded that it would provide the information. Shortly thereafter, Local 2110 filed an unfair labor practice charge with Region 2 against the Employer regarding its failure to provide this information, *inter alia*. After investigation, the Region issued complaint. A settlement was approved by the Region in October 2001, which required the Employer to provide information regarding the civics/ESL instructor position.

In a letter to Ms. Rosenstein dated October 2002, Sam Husney, the Managing Director of HR Dynamics, conceded that the Employer had offered civics classes in Washington Heights and Rego Park in November, 2001, but also stated that the Employer was not offering or planning to offer new classes to other groups, with one specific exception. Then, in a February 14, 2003 letter, the Employer provided information regarding these classes, such as schedule, name of teachers, and wage rate, but stated that it did not have a job description or other document showing the job duties for the positions.

In fact, despite the many requests for information made by Local 2110, it did not discover that the Employer was offering ongoing civics/ESL classes until around March 2001, when ESL teacher Robert Schneider showed Local 2110 President Maida Rosenstein a document entitled "NYANA – Snapshot of a Day - December 12, 2002". After receiving this information, Local 2110 continued its quest for further information from the Employer regarding the civics/ESL classes through emails dated April 18, 2003, August 29, 2003, and October 14, 2003. On November 3, 2003, the Employer

responded, refusing to provide information regarding the civics/ESL instructors, because Local 2110 did not represent them. Therefore, on December 19, 2003, Local 2110 filed a grievance regarding the Employer's failure to include the civics/ESL instructors in its unit.

The Employer cites *United Parcel Service*, 303 NLRB 326 (1991) and *Sunarhauserman*, 273 NLRB 1176 (1984) for the standard that if a classification comes into existence during the term of a contract for an existing unit, the parties must address the status of the employees in the new classification before the execution of a successor agreement. In *UPS*, the Union and the Employer entered into a collective-bargaining agreement in 1982 covering only 40% of the Employer's operations clerks. *UPS*, supra at 326. Although the Union attempted to add the remaining clerks to the unit in the next successive collective-bargaining agreement, the Employer refused, and it was not until a second successive collective-bargaining agreement, executed in August 1987, when the parties agree to include all operations clerks in the existing unit. Supra. The Board determined that the accretion was unlawful, because the clerks who were not added to the unit until 1987 had been historically excluded. Supra at 326.

In *Sunarhauserman*, supra at 1176, the Union sought to accrete into the existing unit the classifications of quality control technicians, receiving clerks, and cycle counters. Although these positions had been created in 1979, 1977, and 1977 respectively, the Union failed to negotiate their inclusion in the unit during negotiations for the collective-bargaining agreement that was effective from 1980 through 1983, although it had been aware of the existence of the positions. Supra. During negotiations for the collective-bargaining agreement that was effective from 1983-1986, the Union reserved its right to file a unit clarification petition regarding the positions. Supra at 1177. The Board determined that the positions could not be accreted into the unit, because they had been historically excluded from it. Supra.

In both *UPS* and *Sunarhauserman*, the unions had direct knowledge of the existence of the classifications they sought to accrete during the negotiations for the prior collective-bargaining agreements, which is not the case here. Contrary to the Employer's assertion, the Union's letter of October 9, 2001 proves that the Union had no knowledge of the civics/ESL instructor position prior to that time. The letter specifically states that the Union did not know whether the Employer had already created the civics/ESL instructor position, or whether the Employer merely contemplated creating the position. Therefore, on October 15, 2001, when the parties entered into the most recent collective-bargaining agreement, it was just six days after the Union's first letter seeking information, and was at a time when the Union had no actual knowledge that there was a civics/ESL instructor position being employed by the Employer. Further, although that contract has expired, to date the parties have not executed a successor agreement.

Moreover, Local 2110's relentless efforts to secure information regarding the civics/ESL instructors despite the Employer's lack of response differentiate the circumstances here from other cases where the Board has determined that historical exclusion bars a classification's accretion into a unit even where the union was ignorant of the classification's existence for a period of time. *Kaiser Foundation Hospitals*, 343 NLRB No. 8 (1994). In *Kaiser*, the employer created a research assistant position in the 1980s without informing the union. *Kaiser*, 343 NLRB No. 8 at *9. The union admitted that for many years it had received information that the employer was making job changes and transferring employees from unit positions to non-unit positions. *Supra*. In 1988, the union initially asked the employer for information regarding its transfer of unit employees to non-unit positions, and the employer's response did not include information regarding research assistants. The union did not address the issue again until 1998, when it filed a grievance regarding the issue, and thereafter pursuant to a review of certain positions, the parties agreed to accrete research assistants into the

unit. The Board found that the research assistant position, which had been in existence for over 20 years, was historically excluded from the unit. *Supra* at *14.

In fact, the situation herein is more closely related that in *Austin Cablevision*, 279 NLRB 535. In *Austin*, the Board clarified a unit to include the job classification of salesclerks, even though that classification had been created prior to the execution of the most recent collective-bargaining agreement. *Austin Cablevision*, *supra* at p. 536. In *Austin*, the Employer created salesclerk position in January 1982 without notifying the Union. The Union became aware of the position in July 1982, and the parties entered into a collective-bargaining agreement in October 1982, which neither included nor excluded the salesclerks. The Board noted that at the time the parties executed the 1982 contract, the Union had no reason to believe that the salesclerks were not included in the Union, because the unit description did not refer to separate classifications. In determining that the salesclerks were not historically excluded from the unit, the Board stressed that the employer did not contact the union when it initially created the salesclerk position in January 1982, but waited until January 1984 to inform the Union that it didn't consider it to be the bargaining representative of the salesclerks. Further, the "Union did not acquiesce to the Employer's position through neglect or inaction". *Supra* at p. 536. Similarly, Local 2110 requested information regarding the civics/ESL instructors as soon as it had an indication that the Employer had created a new position, and thereafter made continuous requests, despite the Employer's refusal to comply. Therefore, I find that the civics/ESL instructors have not been historically excluded from the Local 2110 unit.

For all of the foregoing reasons, I find that the civics/ESL instructors are included in the Local 2110 unit.

Accordingly,

IT IS HEREBY ORDERED that the Local 2110 bargaining unit be, and it hereby is, clarified to include the classification of civics/ESL instructor.⁹

Dated: February 9, 2006
at New York, New York

/s/

Celeste J. Mattina
Regional Director, Region 2
National Labor Relations Board
26 Federal Plaza, Room 3614
New York, New York 10278

⁹ Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street NW, Washington, DC 20570. This request must be received by the Board in Washington by no later than **February 23, 2006**.